

THIS AGREEMENT made and entered into this Eleventh day of March, 2019, by and between PETER S. CONNOLLY, M.D., an individual having a usual place of business at 100 Pettey Lane, Westport, MA 02790, Bristol County, Commonwealth of Massachusetts, hereinafter called "CONSULTING PHYSICIAN", and the CITY OF LOWELL, a municipal corporation duly established by law and located in County of Middlesex and Commonwealth of Massachusetts acting by and through its Board of Health, hereinafter called "CITY", WITNESSETH: That

WHEREAS, the CITY is desirous of employing a part-time CONSULTING PHYSICIAN to provide medical consulting services to the Lowell Board of Health and the Health Department of the City of Lowell; and

WHEREAS, the CONSULTING PHYSICIAN has offered to provide such services to the CITY and the CITY has accepted the CONSULTING PHYSICIAN'S offer, subject to the conditions and agreements herein contained;

WHEREAS, the CONSULTING PHYSICIAN has stated that he is duly qualified to render such services to the CITY;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

-1-

The CONSULTING PHYSICIAN agrees that he will provide such professional medical expertise, consultation and recommendations to the City Manager, Health Director, Public Health Nurse Manager, and Nurse Coordinator on matters relating to public health, communicable diseases, emergency preparedness, chronic disease prevention, and school health issues, including but not limited to meetings of the Board of Health; Consultant to Public and Private Schools MGL Ch. 71, Sec. 53, general consultation related to the health of the school population; or emergency response issues; provide prescriptions and standing orders as needed;

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Payments under this Agreement shall not exceed SIX THOUSAND (\$6,000.00) DOLLARS, during the period commencing July 1, 2019 and terminating June 30, 2020. This Agreement is expressly subject to and contingent upon an annual appropriation of funds by the City Council. It is further understood that such employment is to be considered part-time and not full-time. The CONSULTING PHYSICIAN shall be compensated at the rate of ONE HUNDRED (\$100.00) DOLLARS per hour.

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Payment shall be made on the twentieth day of the month for all services provided during the preceding month, provided bills containing detailed information are submitted to the Health and Human Services Department on or before the first day of the month in which payment is to be made and after approval of said bills by the Director of the Health and Human Services Department.

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This CONTRACT is subject to all laws, federal, state, and local, which are applicable to this Contract, and it is presumed that the CONSULTING PHYSICIAN is cognizant thereof.

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The CONSULTING PHYSICIAN agrees that his attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have been incurred under this Agreement unless and until a purchase order shall have been duly issued and approved.

And further, that the obligation incurred shall be limited to the amount set forth in the purchase order or purchase orders duly issued and approved.

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The CONSULTING PHYSICIAN shall give his attention constantly to the faithful performance of the work and shall keep the same under his personal control and shall not assign nor sublet the work or any part thereof without the previous written consent of the City of Lowell and shall not, either legally or equitably, assign any of the monies payable under this Agreement or its claim thereto unless by and with the written consent of the City of Lowell.

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It is further agreed by the CONSULTING PHYSICIAN that, in the event the CITY is sued in a court of law or equity, or demand is made upon the CITY for payment of any damages arising out of the CONSULTING PHYSICIAN'S performance or non-performance of this Contract, then the CONSULTING PHYSICIAN, without reservation, shall indemnify and hold harmless the CITY against any and all claims arising out of the CONSULTING PHYSICIAN'S performance or non-performance of this Agreement.

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The undersigned certifies under penalties of perjury that this quote or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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It is understood and agreed by the CITY and the CONSULTING PHYSICIAN that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record Form must be completed on this contract by the Department Head or her designee, who is supervising this contract, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this contract. If requested by the CONSULTING PHYSICIAN a copy of the Contract Performance Record Form shall be furnished to the CONSULTING PHYSICIAN.

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It is further agreed that the City of Lowell may terminate this Agreement without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The City may also terminate this Agreement at any time for cause.

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The CONSULTING PHYSICIAN certifies that any and all taxes and municipal fees due and owing to the City of Lowell have been paid in full.

Consulting Physician shall possess and maintain a medical degree and a valid license to practice medicine within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the said PETER S. CONNOLLY, M.D., and the said CITY OF LOWELL have hereto and to a duplicate and triplicate hereof caused their corporate seals to be affixed, if any, and these presents, together with said duplicate, and triplicate hereof, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

\_\_\_\_\_  
Eileen M. Donoghue  
City Manager

\_\_\_\_\_  
Peter S. Connolly, M.D.  
030303683  
\_\_\_\_\_  
Federal I.D. or Social Security No.

APPROVED AS TO FORM:

CITY OF LOWELL

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

Date: March 11, 2019

\_\_\_\_\_  
John Keegan  
\_\_\_\_\_  
John D.  
\_\_\_\_\_  
Diana Golden  
\_\_\_\_\_  
Kellie  
\_\_\_\_\_  
BOARD OF HEALTH

\_\_\_\_\_  
Bryan Perry  
City Auditor

\_\_\_\_\_  
P. Michael Vaughn  
Chief Procurement Officer

**NON-COLLUSION CLAUSE**

**ENCLOSED IS THE STATEMENT THAT MUST BE SIGNED AND RETURNED  
WITH YOUR PROPOSAL/BID**

The undersigned certifies under penalties of perjury that this proposal/bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.



\_\_\_\_\_  
Signature of individual submitting bid or proposal



\_\_\_\_\_  
Name of Business

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.



\_\_\_\_\_  
Signature of Individual or  
Corporate Name (MANDATORY)

BY:



\_\_\_\_\_  
Social Security or Federal ID#

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c.62C s.49A.

THE CITY OF LOWELL IS REQUIRED TO REPORT ALL ACTIVITY BY  
MINORITY BUSINESS ENTERPRISES (M.B.E.'s) AND WOMAN  
BUSINESS ENTERPRISES (W.B.E.'s).

CONTRACTORS ARE ENCOURAGED TO EMPLOY M.B.E.'s AND  
W.B.E.'s WHENEVER POSSIBLE, AND ALSO REPORT THEIR  
PARTICIPATION TO THE CONTRACT SOURCE.

COMPANY NAME: Peter Connolly

BY: Peter Connolly

PLEASE INDICATE WHETHER OR NOT YOU ARE AN M.B.E. OR  
W.B.E. BY CHECKING ONE OF THE FOLLOWING:

YES, I AM A CERTIFIED M.B.E. OR W.B.E.

X NO, I AM NOT AN M.B.E. OR W.B.E.